UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF PENNSYLVANIA

SHERRY L. BODNAR, on Behalf of herself and All Others Similarly Situated, **Plaintiff,** **vs.** **BANK OF AMERICA, N.A.,** **Defendant.**	**Case No. 5:14-cv-03224-EGS**

PLAINTIFF'S MEMORANDUM IN SUPPORT OF UNOPPOSED MOTION FOR CERTIFICATION OF A SETTLEMENT CLASS AND FINAL APPROVAL OF CLASS ACTION SETTLEMENT, AND UNOPPOSED MOTION FOR ATTORNEYS' FEES AND CLASS REPRESENTATIVE SERVICE AWARD

I. INTRODUCTION

In her Opposition to Plaintiff's motions for final approval and for attorneys' fees and class representative award (Dkt. No. 85) ("Opp."), Objector Weaver and her professional objector counsel rehash the objections they lodged in the Objection (Dkt. No. 78). This time, however, they make further baseless claims, misrepresent case law, and exaggerate the results they have achieved in their other objections. Weaver repeatedly opines on how she and her counsel believe class action law *should* work in this Circuit, without any supporting authority. The Court should not indulge the musings of professional objectors at the expense of the Settlement Class, which deserves payment now. This Court need only follow the well-worn class action case law of this District and this Circuit and deny the objection in its entirety.

Moreover, the Objection was filed in defiance of the Court's requirement that all objectors and their counsel identify all previous objections. Weaver and her lawyers knowingly breached the Court's order, claiming the requirement was too burdensome. Objections to a Court-ordered requirement are not an excuse for noncompliance. Bandas and Weaver were required to comply with the order. If they wanted to object that these requirements were unfair—as part of their objections to the settlement—they were free to do so in their objection. They were not entitled to defy the Court's order. And their defiance renders their objection invalid.

II. ARGUMENT

A. Bandas Misleads the Court about His Prior "Success"

After spending 18 pages attempting to re-inflate flawed arguments in support of the Objection, Objector spends a final three pages discussing examples of cases in which Bandas supposedly "[p]revailed in [o]verturning [n]umerous [u]nfair [s]ettlements." Opp. at 18-20. But while some of those cases involve settlements being altered, *none* of those decisions provide a basis for the assertion that Bandas somehow contributed to those results:

- In *In re Baby Prods. Antitrust Litig.*, Bandas represented an objector named Clark Hampe, but he and his client did not even file an appellate brief. 703 F.3d 163, 167, 169 n.3 (3d Cir. 2013) ("Three of the objectors to the settlement—Young, Clark Hampe, and Allison Lederer—have appealed, but only Young has filed briefing.").

- Bandas claims to have recently "succeeded in overturning an unfair settlement in the Second Circuit." Opp. at 19. That is a ludicrous overstatement. In that appeal, *In re Payment Card Interchange Fee & Merchant Discount Antitrust Litig.*, ___ F.3d ____, 2016 WL 3563719 (2d Cir. June 30, 2016), Bandas represented a single objector, to which the appellate court made no reference in its opinion. *Id.* In fact there were approximately ***six thousand*** objections (0.05% of 12 million class members). *See In re Payment Card Interchange Fee & Merchant Discount Antitrust Litig.*, 986 F. Supp. 2d 207, 223 (E.D.N.Y. 2013). Therefore, he has provided no basis for his bold claim that he "overturned" the settlement.[1]

- In at least half of the cases Bandas cites, there is no sign of Bandas having even participated in the objection or appeal at issue. For example, Bandas references an unpublished opinion in *Duncan v. JPMorgan Chase Bank, N.A.* No. 5:14-cv-00912-FB (W.D. Tex.) to claim that "[a]nother client prevailed in reducing Class Counsels' attorneys' fees." Opp. at 19. But an examination of the docket in that case—which includes appearances by two objectors—contains no record of Bandas representing an objector. *See* Ex. A, *Duncan v. JPMorgan* Docket. He cannot be given credit for a case in which he never made an appearance.

- The same was true in *Litwin v. iRenew Bio Energy Solutions, LLC*, 172 Cal. Rptr. 3d 328 (Cal. App. 2014). The opinion makes reference to an objector named Timothy Hannigan, but another law firm, and not Bandas, is listed as having represented him, and Bandas is not mentioned anywhere. *Id.* at 329.[2] And again, in *Eubank v. Pella Corp.*, there were six objectors, but Bandas's name appears nowhere in the list of attorneys in the decision. 753 F.3d 718, 722 (7th Cir. 2014).

In short, out of the dozens and dozens of professional objections that Bandas has filed, he has selected for inclusion in his brief a tiny handful where he purportedly "succeeded." But he

[1] Similarly, Bandas attempts to take credit for the Third Circuit having "commended" the objectors in *In re. Nat'l Football League Players Concussion Injury Litig.*, 821 F.3d 410 (3d Cir. 2016). That case involved 205 class members filing 83 written objections. *Id.* at 425. Bandas represented a single objector, to whom the court made no reference in its opinion. *Id.* at 418. In any event, the Third Circuit ***affirmed*** the settlement, so even to the extent any of its passing praise to the objectors is attributable to Bandas, any work performed in that case cannot be classified as his having "prevailed in overturning [an] unfair settlement[]," Opp. at 18. The objectors lost and Bandas was never even mentioned.

[2] Bandas claims to have represented the objector in the lower court but provides no documents to substantiate that claim (Opp. at 19), and because it took place in a state court in which dockets are not readily available, Plaintiff cannot substantiate it, either.

has provided no proof that he was a part of a single successful objection. That is because he is not trying to improve settlements. He is trying to extract payment for himself. As Judge Caproni of the Southern District of New York recently remarked in a case where Bandas ghost-wrote an objection but refused to appear for fear of being subject to the court's sanctioning power, Bandas's conduct is "***a pattern, it is a strategy that is designed to throw monkey wrenches into class settlements so that you can get money to go away from the plaintiffs' lawyer***." Ex. B, Hearing Transcript, *Garber v. Office of the Comm'r of Baseball, Major League Baseball Enters., Inc.*, No. 12 CV 3704(VEC), at 60 (S.D.N.Y. July 14, 2016) (emphasis added).

B. It is Beyond Dispute that the Lack of Objections is a Factor In Favor of Settlement—That is Exactly Why It Is a Factor in the *Girsh* and *Gunter* Tests

Objector and her professional objector counsel argue that the Court should not give weight to the total lack of objections (other than theirs) to the Settlement. The problem with that argument, of course, is that the Third Circuit establishes that the number of objections to a settlement is a required consideration. That is why it has explicitly included that factor in the *Girsh* factors courts are to use. *Girsh v. Jepson*, 521 F.2d 153 (3d Cir. 1975) (advising district courts to consider "the reaction of the class to the settlement"), and in the decision setting for the factors for consideration on an attorneys' fee request. *Gunter v. Ridgewood Energy Corp*, 223 F.3d 190 (3d Cir. 2000) (one factor is "the presence or absence of substantial objections by members of the class to the settlement terms and/or fees requested by counsel"). There is no basis for simply ignoring this controlling Third Circuit precedent.[3]

C. There is Still no 25% Fee "Benchmark," Notwithstanding the Unpublished Opinion On Which Bandas and L&M Now Rely

In response to Plaintiff's showing in her fee petition that there is no 25% fee

[3] Another case cited by Objector undermines her own argument. *See Halley v. Honeywell Int'l, Inc.*, No. CV103345ESJAD, 2016 WL 1682943, at *21 (D.N.J. Apr. 26, 2016) ("The absence of large numbers of objections mitigates against reducing fee awards.") (citation omitted).

"benchmark" in this Circuit, Objector now argues that one court, in an unpublished decision, *Halley v. Honeywell Int'l, Inc.*, 2016 WL 1682943, at *22, "suggest[ed] there is indeed such a benchmark." Opp. at 5. That decision does no such thing—*in fact*, the court in *Honeywell* explicitly found that a 30% fee would be "reasonable in this action." *Id.* Indeed, the *Honeywell* court also held that "'In common fund cases, a district judge can award attorneys' fees as a percentage of the fund recovered,' and the Third Circuit has observed that 'fee awards have ranged from ***nineteen percent to forty-five percent*** of the settlement fund.'" *Id.* at *25 (citing *In re Gen. Motors Corp. Pick-Up Truck Fuel Tank Prods. Liab. Litig.*, 55 F.3d 768, 822 (3d Cir. 1995)) (emphasis added). Objector's misleading citation of this case undermines—not supports—her argument.

Objector also relies heavily on the fee award in *Hawthorne v. Umpqua Bank*, No. 11-CV-06700-JST, 2015 WL 1927342 (N.D. Cal. Apr. 28, 2015) —a single fee decision from a district court in the Ninth Circuit that found a 25% award was appropriate.[4] Objector believes that case should override Third Circuit precedent supporting much higher awards because "it involved a common fund settlement in a class action against a bank that improperly charged overdrafts." Opp. at 6. But the settlement in instant case is nothing like the *Hawthorne* settlement. *Hawthorne* was one of at least 100 different cases challenging an entirely different overdraft fee practice (a practice commonly known as "high-to-low" posting). *Hawthorne* was a later-filed action, after numerous "high-to-low" cases had achieved significant legal success, laying the foundation for follow-on cases. Here, of course, that is not true. This case is the first case of its kind to challenge the interaction of hold policies and overdraft fees, and the first case to have

[4] Plaintiff does not dispute that there is a 25% benchmark in the Ninth Circuit, unlike in this Circuit. *Vizcaino v Microsoft Corp.*, 290 F.3d 1043, 1048 (9th Cir. 2002) (noting—then deviating upwards from—the 25% benchmark).

succeeded. For that reason alone, *Hawthorne* is inapplicable. And *Hawthorne* is also just one of dozens of other high-to-low cases, all of which Objector studiously avoids mentioning. Courts in those other overdraft fees routinely awarded between *31% and 33.3%*.[5] As such, if Objector is correct that other overdraft fee cases challenging different practices are at all relevant here, they are relevant to show that the requested fee here is also in line with the fees awarded in those cases.

The fee request here is also consistent with the fee awards in the centralized overdraft cases that all challenged the high-to-low posting overdraft fee practice. *In re Checking Account Overdraft Litigation* (MDL 2036). In the first settlement in that MDL, *Tornees et al. v. Bank of America, N.A.*, Bank of America agreed to a $410 million common fund settlement, of which the court granted 30% in attorneys' fees (without a lodestar cross check). *See In re Checking Account Overdraft Litigation*, 830 F. Supp. 2d 1330, 1358 (S.D. Fla. 2011). The court awarded the same group of attorneys 30% or 31% of the common settlement funds dozens of times, even where the cases were not new, novel, or nearly as risky at the instant matter.[6]

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[5] *Schulte v. Fifth Third Bank*, 805 F. Supp. 2d 560, 598-99 (N.D. Ill. 2011) (33.3% of $9.5 million); *Johnson v. Community Bank, N.A.*, No. 12-cv-01405-RDM, 2013 WL 6185607, at *8-9 (M.D. Pa. Nov. 25, 2013) (33% of $2.5 million); *Simpson v. Citizens Bank*, No. 12-cv-10267-DPH-RSW, Dkt. No. 49 (E.D. Mich. Jan. 31, 2014) (33%); *Molina v. Intrust Bank, N.A.*, No. 10-CV-3686 (Dist. Ct. Ks., May 21, 2012) (33.33% of $2.7 million) (attached hereto as Exhibit C); *Casto v. City National Bank, N.A.*, No. 10-C-1089 (Cir. Ct. W.Va., May 10, 2012) (33% of $3 million) (attached hereto as Exhibit D).

[6] *See In re Checking Account Overdraft Litigation*, 830 F. Supp. 2d at 1358 (30%); *Case v. Bank of Oklahoma, N.A.*, No. 11-cv-20815-JLK (S.D. Fla., Sep. 13, 2012) (same); *Larsen et al. v. Union Bank, N.A.*, No. 09-cv-23235-JLK (S.D. Fla., Oct. 4, 2012) (same); *Dee v. Bank of the West, N.A.*, No. 10-cv-22985-JLK (S.D. Fla., Dec. 18, 2012) (same); *Lopez v. JPMorgan Chase Bank, N.A.*, No. 09-cv-23127-JLK (S.D. Fla., Dec. 19, 2012) (same); *Duval v. Citizens Financial Group, Inc.*, No. 10-cv-21080-JLK (S.D. Fla., Mar. 12, 2013) (same); *Mosser v. TD Bank, N.A.*, No. 10-cv-21386-JLK (S.D. Fla., Mar. 18, 2013) (same); *Harris v. Associated Bank, N.A.*, No. 10-cv-22948-JLK (S.D. Fla., Aug., 2, 2013) (same); *Wolfgeher v. Commerce Bank, N.A.*, No. 10-cv-22017-JLK (S.D. Fla., Aug. 2, 2013) (same); *McKinley v. Great Western Bank*, No. 10-cv-

In short, even if those other overdraft cases were a valid comparator, *Hawthorne* is an outlier, and awards from 31% to 33% are by far the norm.[7] Contrary to Bandas' objection, a smattering of courts does not create a "benchmark." In this Circuit, there is no presumption that 25% is the appropriate fee. That a few courts in this Circuit and elsewhere have found 25% to be appropriate on the circumstances of those cases does not indicate that is a benchmark. It is not.

D. The Requested Multiplier Is in Line with Others in this Circuit

For the reasons explained in Plaintiff's motion for attorneys' fees, (Dkt. No. 84-1 at 20-24), a 4.69 multiplier is in line with precedent. Objector argues that is too high "given the poor relief secured." Objector does not explain why the relief is "poor." It is not. It is excellent, especially in light of the significant risks of this litigation. Nor is more lodestar information necessary. The lodestar multiplier is optional, not required. When undertaken, it is not "bean counting," but a cursory overview. *In re Rite Aid Corp. Sec. Litig.*, 396 F.3d 294, 306-07 (3d Cir. 2005); *see also* Dkt. No. 84-1 at 20-21. Indeed, courts in this circuit frequently grant higher

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22770-JLK (S.D. Fla., Aug. 2, 2013) (same); *Eno v. M & I Marshall & Illsley Bank*, No. 10-cv-22730-JLK (S.D. Fla., Aug. 2, 2013) (same); *Blahut v. Harris Bank, N.A.*, No. 10-cv-21821-JLK (S.D. Fla., Aug. 5, 2013) (same); *Casayuran, et al. v. PNC Bank, N.A.*, No. 10-cv-20496-JLK (S.D. Fla., Aug. 5, 2013) (same); *Anderson v. Compass Bank*, No. 11-cv-20436-JLK (S.D. Fla., Aug. 7, 2013) (same); *Waters et al. v. U.S. Bank, N.A.*, 09-cv-23034-JLK (S.D. Fla., Jan. 6, 2014) (same); *Mello v. Susquehanna Bank*, No. 11-cv-23250-JLK (S.D. Fla., Apr. 1, 2014) (same); *Simmons v. Comerica Bank*, No. 10-cv- 22958-JLK (S.D. Fla., Jun. 10, 2014) (same); *Given v. M&T Bank*, No. 10-cv-20478-JLK (S.D. Fla., Mar. 13, 2015) (same); *Childs v. Synovus Bank*, No. 10-cv-23938-JLK (S.D. Fla., Apr. 2, 2015) (same); *Steen v. Capital One, N.A.*, No. 10-cv-22058-JLK (S.D. Fla., May 22, 2015) (31%).

[7] Objector also cites *Johnson* for the proposition that a 2.96 multiplier is more appropriate. Opp. at 8. That overdraft case occurred 3 years after the $410 million BofA settlement discussed above, and challenged identical conduct by a different bank. The court gave no indication that it believed the 2.96 lodestar multiplier was the maximum permissible, as Objector now apparently would ask this Court to find. Rather—and consistent with Third Circuit guidance to perform only a cursory cross-check—the Court granted the full fee requested based on the percentage of the common fund. *Id.* at *8-9. The same is true in *Schulte*, where the court did not even conduct a lodestar cross-check when it granted 33% of the fund. 805 F Supp 2d at 598-99.

multipliers, including ***multipliers as high as 15.6***. *See also* Dkt. 84-1 at 21-22.

Here, each class member, including Weaver, had a full and fair opportunity to object to the amount of the requested fee—that amount was printed on every notice. That amount was based on a percentage of the common fund, which is the dominant method by which fees are calculated in the Third Circuit. That amount did not change based on the lodestar. The Class had all the information it needed to object or not object to the requested fee. It did not need "all the details of a fee motion" in order to file its objection. One of the Objector's newly-cited cases made this same point, finding that Rule 23(h) does not require that class members be given "all the details of an [sic] fee motion," even where counsel *increased* its request from "approximately 25% to approximately 28%."). *Halley,* 2016 WL 1682943, at *22. Bandas already had the information he needed to object to the fee request, which he did. Indeed, he filed two briefs.

E. The Service Award Is Reasonable

Objector now cites two more cases in support of his argument that the service award is excessive. In *Torchia v. W.W. Grainger, Inc.*, No. 1:13-cv-01427-LJO-JLT, 2014 WL 3966292 (E.D. Cal. Aug. 13, 2014), although the court granted preliminary settlement approval, it indicated it might not grant a $20,000 incentive award at final approval. *Id.* at *1, 10-11. In that case, unlike this one, however, there is no indication that the class representative had to be deposed or even responded to discovery—much less the extremely invasive discovery that Bodnar was subject to here. *See id.* at 10-11. And the decision regarding incentive awards in *In re Wells Fargo Loan Processor Overtime Pay Litig.*, No. C-07-1841 (EMC), 2011 WL 3352460 (N.D. Cal. Aug. 2, 2011), has even less bearing on this case: the court granted an incentive award of $7,500, which is exactly what plaintiffs requested. *Id.* at *11. Nor is there any reason that Bodnar's mere request of a $20,000 service award somehow compromises her "adequacy" as a class representative. The ultimate amount of the Service Award has no impact on the Settlement, and Bodnar will accept (as it is her duty to) the award the Court deems appropriate.

F. True Objectors Play a Valuable Role in Class Actions; Professional Objectors Like Bandas Are Poisonous

Plaintiff agrees with much of the authority presented by Objector in support of the basic proposition that objections can play a valuable role in ensuring that a settlement is fair. Opp. at 9-12. But Bandas, L&M, and Weaver are professional objectors who poison class action practice with delay and self-interest—all ultimately to the detriment of wronged class members. Here, Bandas sees the opportunity to hijack and delay a settlement with no other objectors; in that opportunity, he sees the chance to extract a fee payment from the Class. The legions of cases cited in Plaintiff's opening motion and Request for Judicial Notice all indicate that courts are duty bound to protect classes from the vexatious, self-interested conduct of professional objectors like Bandas and L&M—just as much as courts are duty bound to make sure settlements are fair and reasonable. Plaintiff respectfully requests the Court do so here.[8]

[8] Objector relies on a case that she and her counsel were not involved in to show that their objection here must be considered valid. Their reference to *In re Trans Union Corp. Privacy Litig.*, 629 F.3d 741 (7th Cir. 2011) misses the point. In that decision, the settlement had already been approved (and was not being challenged on appeal), and it was undisputed that that an objection was meritorious. *Id.* at 743. Here, unlike *Trans Union*, Objector's arguments are unmeritorious and will not alter the benefit provided to the class by the settlement (and, in fact, Objector will only ***delay*** class members from receiving compensation when they inevitably file an appeal in this case). In short, while the *Trans Union* objector deserved recognition for materially improving a settlement, Weaver, Bandas, and L&M do not, as their objection amounts to little more than a shakedown. Objector's reference to an Advisory Committee note regarding situations where "there may be a basis for making an award to other counsel whose work produced a beneficial result to the class" (Opp. at 10-11) similarly misses the point, as it presumes that the objection here will benefit the class. It will not. Finally, Objector's references to a state court decision and an unreported Tenth Circuit case are similarly unavailing. In *Pallister v. Blue Cross & Blue Shield of Mont.*, 285 P. 3d 562 (Mont. 2012), the settlement was reversed due to an objector's request for discovery, which Weaver did not request here. *Id.* at 569-70. And in *UFCW Local 880-Retail Food Employers Joint Pension Fund v. Newmont Min. Corp.*, 352 F. App'x 232 (10th Cir. 2009), the court *affirmed* the settlement at issue, albeit with words about the role of objectors (to which Plaintiff does not take issue). *Id.* at 238.

In *Blessing v. Sirius XM Radio Inc.*, No. 09 CV 10035(HB), 2011 WL 5873383 (S.D.N.Y. Nov. 22, 2011), cited by Objector, the plaintiffs classified the objectors "as 'professional objectors' without specifying what, exactly, they have done that is either in bad faith or vexatious." *Id.* at *3. But here Plaintiff has presented *specific facts about Bandas and Weaver*, whose conduct has repeatedly been chastised by courts as coercive and vexatious. Dkt. No. 82-1 at 24-26; Dkt. 83. While courts should not cast aspersions toward *all* objectors, Plaintiff has presented copious evidence that the motives of Bandas, L&M, and Weaver are part of a years-long campaign to poison fair and reasonable class action settlements like this one, in order to extract fee payments without providing meaningful benefits to class members. Bandas cannot point to one instance—among the dozens of cases he has objected to—where a Court has praised his conduct. Uniformly, that conduct has been condemned.

G. Requests for Information from Objectors Are Customary and Are Not Equivalent to "Discovery"

In Objector's complaint that the information requirements on objectors is improper, she argues that "[a] class notice is not a discovery request." Opp. at 13. That is true.[9] That is why courts routinely approve requirements identical to the ones the Court adopted and ratified in the class notice here. *E.g., Shop-Vac Mktg. & Sales Practices Litig.*, No. 4:12-md-2380, 2016 WL 3035302, at *2 (M.D. Pa. May 26, 2016); *Hawthorne v. Umpqua Bank*, 2014 WL 4602572 at *7-8; *In re Checking Account Overdraft Litig.*, 275 F.R.D. 654, 662, 664 (S.D. Fla. 2011); *see also* Dkt. No. 82-1 at 29-30. Objector acknowledges but fails to distinguish these cases, claims that "there is apparently no controlling authority," and goes on to discuss generalized references to

[9] Weaver and Bandas spend a full two pages citing cases dealing with the propriety of taking *discovery* from objectors or their counsel (Opp. at 14-16), but ***none of the cases they reference equate discovery with the requirements placed on objections in a class notice***. The Court ordered the Notice be disseminated with the requirements that appeared therein, and Plaintiff is *not* currently seeking discovery from Weaver (or Bandas). Plaintiff does, however, reserve the right to seek discovery from Objector and her counsel.

"due process" that have no connection to acceptable information to request from objectors. Opp. at 16-17. Once again, actual case law authority regarding class action law simply does not comport with Objector's musings on how class actions should work.[10]

Finally, Plaintiff is compelled to bring Objector's outright disingenuousness back to the Court's attention. In Plaintiff's final approval motion, Plaintiff brought to the Court's attention that Objector omitted at least one previous objection that she filed. Dkt. No. 82-1 at 34. Rather than comply with the objection requirements contained in the Class Notice approved by this court, Objector simply refers to this omission as a "mistake" and claims that because Plaintiff found this information, it was unnecessary to provide it. Opp. at 14 n.14. In fact, Plaintiff was quite fortunate to locate that state court decision, and while Objector claims (without a supporting declaration or indeed anything signed by Bandas) to have made a "mistake," she provides no assurance that she is not concealing participation in other objections. And, of course, Bandas himself has still made no effort to comply with the requirement that he identify all of the cases in which he served as counsel for an objector. Instead, Bandas and Weaver have inexcusably thumbed their noses at the Court.

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[10] Bandas cites only *one* case, *Freebird, Inc. v. Merit Energy Co.*, No. 10-1154-KHV, 2012 WL 6085135 (D. Kan. Dec. 6, 2012), that found certain requirements placed on objectors to be unnecessarily burdensome, but those requirements—(1) that objectors appear in person at the final fairness hearing, (2) a requirement that all evidence for use at the final fairness hearing be attached to the objection, (3) a requirement that the objector provide dates when s/he can be deposed, (4) a notarization requirement, and (5) requirements of signatures from many people other than the objector and counsel, *id.* at *7—are different and far more onerous than the ones challenged by Bandas here, and were not present in the Class Notice issued in this case. *See* Dkt. No. 73-4, ¶ 15. Objector cites one other unpublished case that *approved* of certain notice requirements—*Greco v. Ginn Dev. Co., LLC*, 635 F. App'x 628 (11th Cir. 2015) (Opp. at 17)—but made no statement of law purporting to limit the universe of acceptable information to request from an objector.

Dated: July 26, 2016

/s/ Hassan Zavareei

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CERTIFICATE OF SERVICE

I, Hassan Zavareei, hereby certify that the foregoing document was filed via the Court's CM/ECF system on July 26, 2016, thereby causing a true and correct copy to be served on all ECF-registered counsel of record.

/s/ Hassan A. Zavareei
Hassan A. Zavareei